

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 9	
2. Amendment/Modification No. P00053		3. Effective Date 2007MAY23		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ADEB DAMON J. MCNALLY (586)574-8232 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 EMAIL: DAMON.MCNALLY@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA SOUTHERN EUROPE (GERMANY) BOX 775, ATTN: DCMDI-GGD APO, AE 09096		Code SGR18A	
				SCD A PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS SANTA BARBARA SISTEMAS GMBH BARBAROSSASTR. 30 KAISERSLAUTERN, DE GERMANY 67655 TYPE BUSINESS: Foreign Concern/Entity				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-C-S089	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2001AUG01	
Code D9913		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AR NET INCREASE: \$3,367,872.32							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: B It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input checked="" type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2008NOV30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) LAWRENCE R. ELLENA LARRY.ELLENA@US.ARMY.MIL (586)574-6952			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007MAY23	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor: GENERAL DYNAMICS SANTA BARBARA SISTEMAS GMBH		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM:	Rapidly Emplaced Bridge System (REBS)
PURPOSE OF MODIFICATION:	Callup Fourth and Fifth Program Year base REBS production quantities (4 ea).
PRIOR CONTRACT AMOUNT:	\$ 13,440,725.10
AMOUNT THIS ACTION:	\$ 3,367,872.32
TOTAL CONTRACT AMOUNT:	\$ 16,808,597.42

The purpose of this bilateral Modification P00053 is to callup and fund the Fourth and Fifth Program Year base REBS production quantities pursuant to the authority of paragraphs H.2.4 and H.2.5 of the contract, and as detailed under subCLINs 4001AA and 5001AA. This modification also consolidates multiple section narratives into single narratives for clarity, and revises their contents to the most current data available and applicable under this contract. The contract is hereby modified as follows:

1. Section B - Supplies or Services and Prices/Costs:

- a. SubCLIN 4001AA is funded under PRON P176K0732T in the amount of \$1,682,064.16 for the acquisition of 4 REBS units at a unit price of \$420,516.04 each.
- b. SubCLIN 5001AA is funded under PRON P176K0712T in the amount of \$1,685,808.16 for the acquisition of 4 REBS units at a unit price of \$421,452.04 each.
- c. The note "The system pricing shall include any proposed modifications and additions to REBS related equipment already in the Army inventory (One Common Bridge Transporter and, potentially, one PLS trailer per REBS)" is deleted from subCLINs 4001AA and 5001AA B001 narratives as previously indicated under contract modification P00001.
- d. The B002 narratives, which duplicate the revised contents of the B001 narratives under subCLINs 4001AA and 5001AA, are deleted.
- e. Narrative F001 is added under subCLINs 4001AA and 5001AA detailing transportation terms for the deliverables.

3. Section F - Deliveries or Performance:

- a. Narratives F0002, F0003, F0004, and F0005 are deleted and their contents are consolidated under narrative F0001.
- b. Narrative F0001 is revised to reflect the current "Required Delivery Schedule" for the Fourth and Fifth Program Year REBS base production quantities, to be called up by this modification under subCLINs 4001AA and 5001AA.

4. Section G - Contract Administration Data: Updated to incorporate the applicable accounting data related to funding of subCLINs 4001AA and 5001AA.

5. Section H - Special Contract Requirements:

- a. Paragraph H.1.2 is revised to reflect current call up and completion dates for the Fourth and Fifth Program Years.
- b. Paragraph H.2.1 is revised to reflect current availability of funds per Program Year.
- c. Paragraph H.2.2 is revised to remove language falling under the newly added Section H.3.
- d. Paragraphs H.2.4 and H.2.5 are revised to reflect current notification deadlines for funding of the Fourth and Fifth Program Years.
- e. Paragraphs H.3 through H.3.5 are added detailing the terms of the "Limitation of Price and Contractor Obligation" referenced under paragraph H.2.1.
- f. Paragraph H.4.1 is revised to reflect the Government's option exercise period for additional REBS units under subCLINs 4001AB and 5001AB.
- f. The contents of narratives H0003, H0004, H0008, H0010, H0012, and H0013 are consolidated and revised under H0001 as indicated above, and the narratives other than H0001 are deleted from the contract.

6. As a result of this modification, the Total Contract Amount is increased by \$3,367,872.32 from \$13,440,725.10 to \$16,808,597.42.

7. The Contractor and the Government do mutually agree that this modification represents the agreement of the parties. The Contractor waives any claim, monetary or otherwise, as a result of this modification.

8. Except as specifically provided for in this modification, all other terms and conditions of Contract DAAE07-01-C-S089 as previously modified remain unchanged and in full force and effect.

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Name of Offeror or Contractor: GENERAL DYNAMICS SANTA BARBARA SISTEMAS GMBH

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
4001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>4</p> <p>PROGRAM YEAR: 4 CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: REBS (QTY 4) PRON: PL76K0732T PRON AMD: 01 ACRN: AR AMS CD: 53152831125</p> <p>NOUN: 4TH PROGRAM YEAR RAPIDLY EMPLACED BRIDGE SYSTEM IAW ATPD 2311 and other requirements herein</p> <p>(End of narrative B001)</p> <p>(Deleted narrative B0002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table data-bbox="261 1257 846 1440"> <tr> <td>DOC</td><td>SUPPL</td><td></td><td></td><td></td><td></td></tr> <tr> <td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr> <tr> <td>001</td><td>W56HZW7039S532</td><td>Y00000</td><td>M</td><td></td><td>3</td></tr> <tr> <td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td><td></td><td></td><td></td></tr> <tr> <td>001</td><td>2</td><td>30-JUL-2008</td><td></td><td></td><td></td></tr> <tr> <td>002</td><td>2</td><td>30-AUG-2008</td><td></td><td></td><td></td></tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Unit prices specified under subCLIN 4001AA are inclusive of unit shipment to an East Coast U.S. Port to be specified by the Government no later than sixty (60) days prior to the scheduled unit delivery dates.</p> <p>(End of narrative F001)</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZW7039S532	Y00000	M		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	2	30-JUL-2008				002	2	30-AUG-2008				4	EA	\$ 420,516.04000	\$ 1,682,064.16
DOC	SUPPL																																								
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																				
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>PROGRAM YEAR: 5 NOUN: REBS (QTY 4) PRON: P176K0712T PRON AMD: 01 ACRN: AR AMS CD: 53152831125</p> <p>NOUN: 5TH PROGRAM YEAR RAPIDLY EMPLACED BRIDGE SYSTEM IAW ATPD 2311 and other requirements herein</p> <p>(End of narrative B001)</p> <p>(Deleted narrative B0002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZW7039S534 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 2 30-AUG-2008 002 2 30-SEP-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Unit prices specified under subCLIN 5001AA are inclusive of unit shipment to an East Coast U.S. Port to be specified by the Government no later than sixty (60) days prior to the scheduled unit delivery dates.</p> <p>(End of narrative F001)</p>	4	EA	\$ 421,452.04000	\$ 1,685,808.16

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 REQUIRED DELIVERY SCHEDULE

"CLIN": Contract Line Item Number as further defined in the schedule.
"DAYS": Number of Days after the date of the contract.

Rapidly Emplaced Bridge System (REBS) Production Delivery Schedule

Base Production				
Production Year (Fiscal Year)	FY01		FY02	FY03
Days After Contract Award/Call Up	365		365	365
Delivery Date	Aug 02	Nov 02	Mar 03	Jan 04
REBS Quantity	2**	2***	2	4

Base Production				
Production Year (Fiscal Year)	FY04		FY05	
Days After Contract Award/Call Up	420	450	480	520
Delivery Date*	Jul 08	Aug 08	Sep 08	Oct 08
REBS Quantity	2	2	2	2

* Delivery Date based upon Call Ups FY04 and FY05 - May 2007.
** Units for First Production Unit Inspection (FPUI) and Production Verification Test (PVT).
*** Units for Initial Operational Test and Evaluation (IOT&E). The unit used for FPUI will also be used for either PVT or IOT&E.

4th PY Production units
-14 months following callup: 2 units
-15 months following callup: 2 units
5th PY Production units
-16 months following callup: 2 units
-17 months following callup: 2 units

*** END OF NARRATIVE F 0001 ***

*** DELETED NARRATIVE F 0002 ***

*** DELETED NARRATIVE F 0003 ***

*** DELETED NARRATIVE F 0004 ***

*** DELETED NARRATIVE F 0005 ***

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
4001AA	P176K0732T 53152831125 A17P51251CRP	AR 2 7ZCB03	\$ 0.00	\$ 1,682,064.16	\$ 1,682,064.16
5001AA	P176K0712T 53152831125 A17P51251CRP	AR 2 7ZCB03	\$ 0.00	\$ 1,685,808.16	\$ 1,685,808.16
			NET CHANGE	\$ 3,367,872.32	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AR	21 72035000071C1C09P53152831E1 S20113	W56HZV	\$ 3,367,872.32
			NET CHANGE	\$ 3,367,872.32

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 13,440,725.10	\$ 3,367,872.32	\$ 16,808,597.42

ACRN	EDI ACCOUNTING CLASSIFICATION
AR 21 070920350000 S20113 71C1C095315283112531E1	7ZCB03S20113 W56HZV

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CANCELLATION CEILINGS AND PROGRAM YEAR DEFINITIONS

H.1.1 Pursuant to FAR 52.217-2, CANCELLATION UNDER MULTI-YEAR CONTRACTS, the Contractor shall be paid a cancellation charge not to exceed the percentage shown below in the event the Program Year(s) after the first Program Year is (are) cancelled.

PROGRAM YEAR(S) CANCELLED	PERCENTAGE OF TOTAL ORIGINAL MULTI-YEAR CONTRACT PRICE (EXCLUDING OPTIONS)
2-5	24%
3-5	19%
4-5	13%
5	6%

H.1.2 Program Year Definitions:

- First Program Year: Date of Award through the 365th day following award.
- Second Program Year: The 366th through the 730th day after award.
- Third Program Year: The 731st through the 1095th day after award.
- Fourth Program Year: Call up no later than 30 Jun 07 and performance completed by 30 Aug 08.
- Fifth Program Year: Call up no later than 30 Jun 07 and performance completed by 30 Oct 08.

H.2 AVAILABILITY OF FUNDS- FUNDING SCHEDULE

H.2.1 Pursuant to H.3, entitled "Limitation of Price and Contractor Obligation", funds are available for the performance of this contract in the following amount(s):

- FIRST PROGRAM YEAR: \$3,354,897.37
- SECOND PROGRAM YEAR: \$2,272,348.70
- THIRD PROGRAM YEAR: \$7,813,479.03
- FOURTH PROGRAM YEAR: \$1,682,064.16
- FIFTH PROGRAM YEAR: \$1,685,808.16

H.2.2 If the Second Program Year is not cancelled, and unless a later period is agreed to by the parties, the Contracting Officer shall notify the Contractor in writing of an increase in the amount set forth in Paragraph H.2.1 sufficient for performance of the full hardware requirements for the Second Program Year. This increase will be provided by contract modification within 695 days after contract award.

H.2.3 If the Third Program Year is not cancelled, and unless a later period is agreed to by the parties, the Contracting Officer shall notify the Contractor in writing of an increase in the amount set forth in Paragraph H.2.1 sufficient for performance of the full hardware requirements for the Third Program Year. This increase will be provided by contract modification within 1060 days after contract award.

H.2.4 If the Fourth Program Year is not cancelled, and unless a later period is agreed to by the parties, the Contracting Officer shall notify the Contractor in writing of an increase in the amount set forth in Paragraph H.2.1 sufficient for performance of the full hardware requirements for the Fourth Program Year. This increase will be provided by contract modification no later than 30 Jun 07.

H.2.5 If the Fifth Program Year is not cancelled, and unless a later period is agreed to by the parties, the Contracting Officer shall notify the Contractor in writing of an increase in the amount set forth in Paragraph H.2.1 sufficient for performance of the full hardware requirements for the Fifth Program Year. This increase will be provided by contract modification no later than 30 Jun 07.

H.3 LIMITATION OF PRICE AND CONTRACTOR OBLIGATION

H.3.1 Funds available for performance are described at Paragraph H.2. The amount of funds available at award is not considered

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sufficient for the performance required for any program year other than the First Program Year. When additional funds are available for the full requirements of the next succeeding program year, the Contracting Officer shall, not later than the date specified in the Schedule (unless a later date is agreed to), so notify the Contractor in writing. The Contracting Officer shall also modify the amount of funds described in the Schedule as available for contract performance. This procedure shall apply for each successive program year.

H.3.2 The Government is not obligated to the Contractor for any amount over that described in the Schedule as available for contract performance.

H.3.3 The Contractor is not obligated to incur costs for the performance required for any program year after the first until written notification is received from the Contracting Officer of an increase in the availability of funds. If so notified, the Contractor's obligation shall increase only to the extent contract performance is required for the additional CLINs for which funds are made available.

H.3.4 If this contract is terminated under the "Termination for Convenience of the Government" clause, "total contract price" in that clause means the amount available for performance of this contract, as in Paragraph H.2.1 above, plus the amount established as the cancellation ceiling (H.1). "Work under the contract" in that clause, means the work under program year requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multiyear requirements.

H.3.5 Notification to the Contractor of an increase or decrease in the funds available for performance of this contract under another clause, i.e., and "Option" or "Changes" clause shall not constitute the notification contemplated by Paragraph H.3.1, above.

H.4 OPTIONS TO INCREASE RAPIDLY EMPLACED BRIDGE SYSTEM (REBS)

H.4.1 The Government may exercise options for additional quantities of RAPIDLY EMPLACED BRIDGE SYSTEM (REBS) at the prices identified in Section B. The total option quantity available for the five program years is 22 each. The unit price for the option is governed by the program year in which it is exercised. The contract option periods allowing the Government to order additional REBS units under subCLINs 4001AB and 5001AB are valid for exercise until 15 Nov 07. The Contracting Officer may exercise the options in one or more increments, subject to the stated total quantity limitations. Options shall be exercised by bilateral contract modification; the modification shall also contain the delivery schedule for the option quantities.

H.4.2 The unit prices for option quantities set forth in Section B exclude all non-recurring costs required for (and amortized over) the basic multi-year requirements.

H.4.3 Delivery of option quantities shall be negotiated prior to option exercise but shall not exceed 100% of the scheduled basic quantity monthly delivery, unless otherwise agreed to by the Contractor.

H.7 GOVERNMENT FURNISHED PROPERTY

H.7.1 The Government will furnish the following property to the contractor after contract award.

- 1 ea Common Bridge Transporter w/winch NSN: 2320-01-443-8023
- 1 ea Palletised Loading System (PLS) trailer NSN: 2330-01-303-5197
- 1 ea Bridge Adapter Pallet NSN: 3990-01-442-1939
- 1 ea Forward Repair System NSN: 4940-01-463-7940*

*Furnished on an "as is" basis.

H.8 NOTATION OF EXCHANGE RATE

The fixed exchange rate used in preparation of RFP DAAE07-01-R-S025, subsequently awarded as DAAE07-01-C-S089, is 1.95583 DEM which is equal to 1 EURO. If you divide the rate of DEM for dollars used in the contract award (DEM 1.96) by the fixed exchange rate of EURO to DEM, you get a EURO at a dollar rate of EURO 1.002=\$1.00. This notation is only beneficial for auditing purposes.

*** END OF NARRATIVE H 0001 ***

*** DELETED NARRATIVE H 0003 ***

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*** DELETED NARRATIVE H 0004 ***

*** DELETED NARRATIVE H 0008 ***

*** DELETED NARRATIVE H 0010 ***

*** DELETED NARRATIVE H 0012 ***

*** DELETED NARRATIVE H 0013 ***